

## Terms of use for the AI BIDDINGCOCKPIT

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### §1) Scope of application, general

- a) These terms of use apply to all legal relationships between the Administration Intelligence AG ("manufacturer") and the respective user of the website [www.bietercockpit.de](http://www.bietercockpit.de), as well as the software **AI BIDDINGCOCKPIT** ("user"), as long as they concern the licensing of the **AI BIDDINGCOCKPIT** as standard software, including the user documentation and other accompanying material.
- b) The terms of use apply respectively to the licensing of new program versions of the **AI BIDDINGCOCKPIT** (e.g., patches, bug fixes, updates, upgrades, etc.) as well as to the user documentation available to download on the manufacturer homepage.
- c) The terms of use apply only to the use of the website [www.bietercockpit.de](http://www.bietercockpit.de) and the software **AI BIDDINGCOCKPIT** available there, but not the tendering procedures and legal relationships between the users and the tendering authorities. The manufacturer is not involved in the legal relationships in the awards of contract.
- d) The distribution of the software or the patches, bug fixes, updates, upgrades, etc. takes place centralized via the manufacturer's server.
- e) The manufacturer reserves the right to modify the **AI BIDDINGCOCKPIT**, alter and improve functionalities. Information on this is published online.
- f) The terms of use are binding. Deviating, conflicting or supplementary terms and conditions by the user become part of the contract only if the manufacturer has agreed to them explicitly and in written form. This agreement requirement applies in every case, for example also when the manufacturer starts with the service provision to the user knowing about the user's terms and conditions.
- g) Individual agreements made in single cases (including side-agreements, supplements and alterations take priority over these terms of use. A written contract or a written confirmation by the manufacturer is authoritative for the content of such agreements.
- h) Legally relevant statements and notifications which have to be submitted to the manufacturer by the user after the conclusion of contract (e.g., deadlines, notices of defects, statements of withdrawal or reduction) require the written form in order to become valid.

§2) Licensing of the **AI BIDDINGCOCKPIT**

- a) The licensing of the **AI BIDDINGCOCKPIT**, as well as the corresponding user documentation, takes place via data telecommunication ("download").
- b) All rights on the software are entitled only to the manufacturer and their respective license providers. The software is protected by copyright law and international agreements for the protection of intellectual property.
- c) The user obtains the not-exclusive, permanent right to use the provided software to the extent determined in these terms of use for bid submission and other procedures by the manufacturer.
- d) For everything else, the user has the right to use **AI BIDDINGCOCKPIT** only to the extent determined by contract.
- e) The user has the right to use **AI BIDDINGCOCKPIT** on every appropriate hardware available to them, under the condition that the manufacturer has enabled this hardware. The user is responsible for the purchase, installation and maintenance of the technical conditions, especially the system requirements (hardware and software) which are necessary for using **AI BIDDINGCOCKPIT**.
- f) The user must not carry out any modifications on the software.
- g) The user must not reconvert or translate the software nor extract any program elements. They will neither decompile nor disassemble the freeware, carry out a reverse engineering or try to derive the source code in any other way.
- h) Copyright notices, serial numbers, version numbers, trademarks or other identification marks of **AI BIDDINGCOCKPIT** must not be changed or removed in any way.

§3) Liability and warranty

- a) The manufacturer is liable only for intention and gross negligence. Claims for damages and reimbursement of expenses by the user outside this liability, irrespective of the legal reasons, especially due to violation of duties resulting from obligation and tortuous acts, are excluded.
- b) The manufacturer is liable for material defects and defects of title only if the manufacturer has maliciously concealed a material defect of defect of title from the user. Any additional liability or warranty for the absence of material defects and defects of title in **AI BIDDINGCOCKPIT** apart from this is excluded.

- c) If the manufacturer refers, directly or indirectly, to other websites ("links"), they are liable only if they have exact knowledge of the content and are technically able to prohibit the use in case of illegal content.
- d) The manufacturer is liable for the loss of data only if they are responsible for it. The extent is limited to the degree that the user is bound to carry out regular backups. If the user does not carry out such backups, the manufacturer's liability is limited to the effort which would be required to restore the data from a proper backup, as well as the damage resulting from the loss of recent data which would be lost also in the case of daily backups.

§4) Bid submission and tender search

- a) The manufacturer assumes no responsibility for the technical accuracy of the provided tender documents or messages by the tendering authorities. Equally, they assume no technical responsibility for the content of the created bids.
- b) In the concrete tendering procedures, the manufacturer is solely responsible for the data transfer and has no knowledge of their content.
- c) Manufacturer and user are aware that, according to the state of technology, it is not possible to provide a completely error-free software. Also, both parties are aware that failures and technical errors in this web application cannot be excluded.
- d) Where it falls in the manufacturer's sphere of influence, they endeavor to avoid interruptions and failures of the provided services. In case of technical maintenance or errors the manufacturer is not obligated to provide the service. They are not liable for errors outside their sphere of influence, especially for errors resulting from third-party intervention or due to a force majeure.
- e) Due to the nature of the internet the manufacturer has no influence on a reliable data transfer on the internet. They assume no responsibility for the availability, reliability and quality of telecommunication networks, data networks and technical facilities. There is no liability in case of failures due to errors outside the manufacturer's sphere of responsibility.
- f) The receipt of an electronic bid by the tendering authority will be confirmed to the user after the complete transmission of the tendering documents with a signature receipt, provided with a time stamp. Only by this signature receipt is the correct transmission confirmed to the user. If the user does not receive such a receipt, they will contact the manufacturer's hotline by phone to enable them to take action in order to eliminate the error, and to provide instructions for the further processing.

- g) The bid transmission duration depends on a variety of factors (such as data volumes, the technology available to the user, and the internet broadband width), therefore, the manufacturer assumes no responsibility for the timely transmission of a bid. The user must ensure it by themselves. Also, any waiting times in which the system can be shut down for a short period are to be considered by the bidder. The manufacturer therefore recommends to send the bid at least 24 hours before the bid opening to guarantee a timely transmission.
- h) It is possible to search the published notices by several public contractors via a search in the **AI BIDDINGCOCKPIT**. The contents of this search are generated with the highest possible accurateness, where the manufacturer makes use of external sources. The manufacturer nevertheless assumes no responsibility for the correctness, completeness and up-to-dateness of the provided contents. The use of the website search takes place at the user's own risk. A claim for the provision of the service does not exist.
- i) The manufacturer reserves the right to block or limit the access to the internet offer [www.bietercockpit.de](http://www.bietercockpit.de) or the software **AI BIDDINGCOCKPIT**, if technical errors or overloads occur.

§5) Applicable law, jurisdiction

- a) The law of the Federal Republic of Germany applies to the provision of **AI BIDDINGCOCKPIT**, as well as all connected legal relationships between the manufacturer and the user. The application of the UN Convention on International Sale of Goods (CISG) is excluded.
- b) As far as the user is (I) a merchant according to the German Commercial Code, (II) the client is a legal entity of public law or of special fund under public law, or (III) the user has no general place of jurisdiction in the Federal Republic of Germany, Würzburg, Germany is agreed upon to be the place of jurisdiction. The manufacturer keeps the right to file a suit or initiate other legal proceedings at the user's place of jurisdiction.

§6) Final clause, written form, alterations

- a) Terms and conditions by the user are not binding even if the manufacturer does not explicitly contradict them. The user's terms and conditions also do not become part of the contract by the provision of services.
- b) Alterations and supplementations of these terms of use require the written form. This also applies to alterations of this written form requirement itself. The written

form requirement is not fulfilled by email or other electronic means of communication.

- c) Should individual regulations of these terms of use be or become invalid or impossible to fulfil, the validity of the other regulations is not concerned by this. In place of the invalid regulation, a regulation which is closest to the economic aim of the invalid regulation shall be agreed upon. The same applies when these terms of use are incomplete.
- d) The assignment of user's rights from the contractual relationship is only acceptable with prior approval by the manufacturer.
- e) If these terms of use are translated into other languages, the German version is the only legally binding version.
- f) The present terms of use are subject to occasional alterations, for which the manufacturer reserves the right. The user is notified of alterations of the terms of use on the website [www.bietercockpit.de](http://www.bietercockpit.de) and in the software **AI BIDDINGCOCKPIT**. By clicking a corresponding button, the user confirms that they are aware of the alteration of the terms of use. If the alterations are not immediately contradicted, they are regarded as accepted. In case of an appeal against the alterations of the terms of use, the manufacturer reserves the right to terminate the contractual relationship with the user within an appropriate time period.
- g) A termination of the contractual relationship is possible at any time within an appropriate time period.